

Page 1 of 1
Date: 8/2/65
C-10-15-1

STREET VACATION - 8/2/65
YORK AVENUE CUL-DE-SAC

9-29-65

DORSEY, OWEN, MARQUART, WINDHORST & WEST

JAMES E. DORSEY (1889-1959)

DAVID E. BRONSON
KENNETH M. OWEN
DONALD WEST
WALDO F. MARQUART
JOHN W. WINDHORST
HENRY HALLADAY
JULE M. HANNAFORD
ARTHUR B. WHITNEY
JOHN G. DORSEY
RUSSELL W. LINDQUIST
DAVID R. BRINK
HORACE E. HITCH
VIRGIL H. HILL
ROBERT V. TARBOX
DEFOREST SPENCER
ROBERT J. JOHNSON
MAYNARD B. HASSELOQUIST
PETER DORSEY
GEORGE R. FLANNERY
CURTIS L. ROY
ARTHUR E. WEISBERG
DUANE E. JOSEPH
FREDERICK E. LANGE
JOHN W. JONES
JAMES B. VESSEY
WILLIAM A. WHITLOCK
CHARLES O. HOWARD

EDWARD J. SCHWARTZBAUER
THOMAS M. BROWN
CORNELIUS D. MAHONEY
THOMAS S. ERICKSON
MICHAEL E. BRESS
PAUL G. ZERBY
RAYMOND A. REISTER
JOHN J. TAYLOR
BERNARD G. HEINZEN
WILLIAM J. HEMPEL
JOHN S. HIBBS
ROBERT O. FLOTTEN
MORTON L. SHAPIRO
JAMES F. MEEKER
JOHN D. LEVINE
ROBERT J. STRUYK
MICHAEL A. OLSON
LARRY W. JOHNSON
ROBERT A. JENSEN
THOMAS S. HAY
CURTIS D. FORSLUND
G. LARRY GRIFFITH
CRAIG A. BECK
DAVID L. MCCUSKEY
THOMAS O. MOE
JAMES H. OHAGAN
JOHN M. MASON

LAW OFFICES

2400 FIRST NATIONAL BANK BUILDING

MINNEAPOLIS, MINN. 55402

TELEPHONE
332-3351
AREA CODE 612

OF COUNSEL
LEAVITT R. BARKER
LELAND W. SCOTT
HUGH H. BARBER

CABLE ADDRESS:
DOROW

September 28, 1965

Mr. George C. Hite
Village of Edina
4801 West 50th Street
Edina, Minnesota 55424

Re: Reservation of Easement by
Pearce Sisters in Cassin's Replat

Dear Mr. Hite:

I am enclosing herewith in two copies proposed preambles and resolution covering the request made by George Maloney, the attorney for the Pearce sisters, concerning which I wrote you last on September 21st. The enclosed form has been approved by Mr. Maloney and if agreeable with you, would you please fill in the date of the grants by The Normandale Corporation to the Village and give it to Mrs. Hallberg so that she can include it on the Agenda for the 4th of October.

The Council indicated at its last meeting that they would like to know what the attitude of The Normandale Corporation is to saving the Village harmless as to any costs incurred by the Village because of the failure to notify the Village of the existence of the reservation of the easement by the Pearce sisters. Some consideration, I believe, should be given to including within the scope of such agreement any costs incurred by the Village for condemning the easement reserved by the Pearce sisters. Since you have been closer to this situation than I, I thought you would rather make the first overture along these lines.

Very truly yours,



William A. Whitlock

WAW:mk

Encs.

cc: Mrs. Florence Hallberg

PREAMBLES & RESOLUTION

WHEREAS, it has been called to the Council's attention that the easement for road purposes granted to the Village by The Normandale Corporation under grants dated _____ covering portions of Lots 6 and 7, in Block Two (2), Cassin's Replat, was subject to a prior easement for ingress and egress by foot or vehicle, reserved by deed dated April 1, 1965, whereby Katherine Elizabeth Pearce and Marie Elizabeth Pearce conveyed land, including said Lots 6 and 7, to said The Normandale Corporation, which deed was recorded on April 6, 1965, in Book 2488 of Deeds at page 574 in the office of the Register of Deeds of Hennepin County; and

WHEREAS, the Council has been advised by the Village Attorney that the easement reserved by said grantors to The Normandale Corporation is superior to the easement granted to the Village and that so long as said easement is retained by said grantors and their successors and assigns the Village is liable to remove, at no expense to the holder of such easement, the curb which the Village has constructed on York Avenue which obstructs said easement; and

WHEREAS, the said grantors do not at the present time demand that such curb be removed but only that they be given assurance that the Village recognizes the right to demand removal of such curb obstruction on their part and on the part of their successors and assigns.

NOW, THEREFORE, BE IT RESOLVED, That the Council hereby recognizes that the said easement reserved by Katherine Elizabeth Pearce and

Marie Elizabeth Pearce is superior to the said easement granted to the Village and that so long as said easement is retained by the said Katherine Elizabeth Pearce and Marie Elizabeth Pearce and their successors and assigns the Village will remove, within a reasonable time after due demand, the curb on York Avenue which obstructs said easement, but that nothing herein contained shall be deemed to constitute a covenant not to acquire or waiver of the right to acquire said easement by condemnation or otherwise.

PREAMBLES & RESOLUTION

WHEREAS, it has been called to the Council's attention that the easement for road purposes granted to the Village by The Normandale Corporation under grants dated _____ covering portions of Lots 6 and 7, in Block Two (2), Cassin's Replat, was subject to a prior easement for ingress and egress by foot or vehicle, reserved by deed dated April 1, 1965, whereby Katherine Elizabeth Pearce and Marie Elizabeth Pearce conveyed land, including said Lots 6 and 7, to said The Normandale Corporation, which deed was recorded on April 6, 1965, in Book 2488 of Deeds at page 574 in the office of the Register of Deeds of Hennepin County; and

WHEREAS, the Council has been advised by the Village Attorney that the easement reserved by said grantors to The Normandale Corporation is superior to the easement granted to the Village and that so long as said easement is retained by said grantors and their successors and assigns the Village is liable to remove, at no expense to the holder of such easement, the curb which the Village has constructed on York Avenue which obstructs said easement; and

WHEREAS, the said grantors do not at the present time demand that such curb be removed but only that they be given assurance that the Village recognizes the right to demand removal of such curb obstruction on their part and on the part of their successors and assigns.

NOW, THEREFORE, BE IT RESOLVED, That the Council hereby recognizes that the said easement reserved by Katherine Elizabeth Pearce and

Marie Elizabeth Pearce is superior to the said easement granted to the Village and that so long as said easement is retained by the said Katherine Elizabeth Pearce and Marie Elizabeth Pearce and their successors and assigns the Village will remove, within a reasonable time after due demand, the curb on York Avenue which obstructs said easement, but that nothing herein contained shall be deemed to constitute a covenant not to acquire or waiver of the right to acquire said easement by condemnation or otherwise.

9-22-65

DORSEY, OWEN, MARQUART, WINDHORST & WEST

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OF COUNSEL
LEAVITT R. BARKER
LELAND W. SCOTT
HUGH H. BARBER

CABLE ADDRESS:
DOROW

September 21, 1965

Mr. George C. Hite
Village of Edina
4801 West 50th Street
Edina, Minnesota 55424

Dear George:

We are returning herewith the easement for public road purposes, dated July 8, 1965, from the Normandale Corporation to the Village of Edina covering the York Avenue cul-de-sac north of Outlot 1, Cassin's Replat. We also are enclosing herewith for your files a copy of the deed dated April, 1965, from Katherine Elizabeth Pearce and Marie Elizabeth Pearce to the Normandale Corporation under which they claim a reserved easement. I also am enclosing herewith a copy of an office memorandum discussing the rights and liabilities of the Village in this situation.

As the memorandum indicates, it is quite clear that the Pearces' rights are superior to those of the Village and that unless the Pearces' easement is condemned, they are entitled to a curb cut at no cost to them. I understand from George Maloney, who represents the Pearces, that they do not demand that the curb be cut now but I would not be surprised if they requested that the Village agree to cut the curb for them at no expense to them when and if requested. This does not appear to me to be an unreasonable request.

As the memorandum also discusses, however, the Village probably would have rights over against the Normandale Corporation on the theory of breach of covenant. This would proceed on the theory that the easement which contains the words "convey and warrant" includes by operation of law (Minn. Stat. 507.07) the

Mr. George C. Hite
Page 2

September 21, 1965

covenant that the premises are free from all encumbrances. Therefore, the Village should be able to recover its expenses in putting in the curb cut from the Normandale Corporation. If the easement belonging to the Pearces is condemned, there also is a possibility that the costs of condemning such easement, including the monetary award, could be recovered from the Normandale Corporation.

If you have any questions concerning this matter, would you please call me.

Very truly yours,


William A. Whitlock

WAW:mk
Encs.

P.S. We are retaining a copy of the easement from the Normandale Corporation to the Village for our files.

WAW

MEMORANDUM

RE: Easement Dispute; Village of Edina

FACTS

The Pearce sisters sold certain lots in Edina to the Normandale Corp., reserving a right-of-way easement for ingress and egress to adjoining "outlots" owned by them. Shortly thereafter Edina obtained a public road easement for the purpose of extending the cul-de-sac on the south end of York Ave. (see attached plat copy) This latter easement covered a good portion of the easement earlier reserved by the Pearce sisters. Edina has paved and improved its public road easement and erected a curb on the end of it so as to obstruct the access provided for in the Pearce sisters' easement. Apparently the Pearce sisters now want to exercise their rights of ingress and egress from their "outlots" to York Avenue, and contrariwise Edina desires to prevent them from using such access as a thoroughfare to York Ave.

QUESTIONS

QUESTION ONE

What are the rights of the Pearce sisters under their reserved private easement to York Ave.?

DISCUSSION

The general rule is that an easement is a property right protected not only against the possessor of land subject to it (such as Normandale

Corp.), but also against third persons (such as Edina). 2 A.L.P. § 8.5 (1952); Restatement, Property, § 450 (1944). Minnesota follows such general rule, as will be clearly evidenced through the following discussion of Minnesota easement cases. Thus, the Normandale Corp., which is subject to the easement reserved by the Pearce sisters, cannot create a valid right in Edina or any other third person which would diminish the rights of the Pearce sisters under the first easement.

REMEDIES OF PEARCE SISTERS

The holder of an easement may maintain an action against an obstructor of his easement for damages to such easement, or for a mandatory injunction to have the obstruction removed. Moreover, easement decisions uniformly hold that the fact an action for damages lies at law does not preclude injunctive relief. 17 Am. Jur., Easements, § 181, p. 786.

The measure of damages for extinguishing an easement will be discussed infra. Notably the general rule is that the holder of an easement can maintain an action for damages whether or not he has yet suffered actual damages. The obstruction of the easement is of itself an invasion of the easement holder's property rights, and the law presumes he sustains some damages. 17 Am. Jur., Easements, § 181, p. 786. The damages suffered by the Pearce sisters if their access to York Ave. is permanently cut off is clearly more than nominal, since it would be necessary to build an access road to the north portion of the "outlots" in the event such property was subdivided into further lots.

Minnesota decisions which have allowed injunctive relief are:

(1) Schmidt v. Koecher, 196 Minn. 178, 265 N.W. 347 (1936). Plaintiff had a prescriptive easement over defendant's "north 40." Defendant erected a fence which crossed plaintiff's right-of-way easement and thereby obstructed his access to the main road. The court allowed a mandatory injunction to remove the obstruction of said easement.

(2) Giles v. Luker, 215 Minn. 256, 9 N.W. 2d 716 (1943). Plaintiff had a right-of-way easement over defendant's adjoining property. When plaintiff began to operate a gravel pit, defendant obstructed plaintiff's trucks from using the right-of-way easement. The court granted an injunction to plaintiff, enjoining defendant from interfering with plaintiff's haulage of gravel.

(3) Poksyla v. Sundholm, 259 Minn. 125, 106 N.W.2d 202 (1960). Mandatory injunction granted to plaintiff when defendant barricaded plaintiff's right-of-way easement.

Recent leading cases from other jurisdictions allowing injunctive relief are:

(1) Moundsville Water Co. v. Moundsville Sand Co., 19 S.E.2d 217 (W.Va. 1942). Water company had a right-of-way easement for access to its water lines to make needed repairs. Sand company, operating a gravel business nearby, caused a huge pile of refuse sand to accumulate across the water company's easement. The court granted a mandatory injunction requiring sand company to remove the obstruction.

(2) Ohio Fuel Gas Co. v. Sun Oil Co., 164 N.E.2d 922 (Ohio 1958). Gas company had a gas line easement over certain land. Oil company obtained a

lease to said land and erected a gasoline filling station thereon. The concrete approach to the filling station passed over the gas line, creating a potential hazard to the gas line when heavy vehicles entered the filling station. The court granted a mandatory injunction which prevented the oil company's using this approach to their filling station.

(3) Missouri Power & Light Co. v. Barnett, 354 S.W.2d 873 (Mo. 1962). Power line company had an easement across certain property below their power line. Landowner built a dwelling directly under the power line which prevented the power line company from gaining free access to the ground immediately below the power line. Because such denial of access would not allow proper repair to the power line, the court held the dwelling was a substantial burden on the easement, and granted a mandatory injunction requiring removal of the dwelling even though the landowner would be subjected to a heavy expense for such removal.

(4) Central Kentucky Nat'l. Gas Co. v. Huls, 241 S.W.2d 986 (Ky. 1951). Similar to the last case, the court held gas line company was entitled to a mandatory injunction requiring the servient landowner to remove a restaurant he had erected on gas line company's pipe line easement.

From the above cases it seems clear that the Pearce sisters are entitled to a mandatory injunction requiring Edina to remove the curb obstructing their right-of-way easement.

QUESTION TWO

Can the Village of Edina refuse to remove the curb in the exercise of its "police power"?

DISCUSSION

Edina can only allow the curb obstruction to remain if it compensates the Pearce sisters under its power of eminent domain. As generally stated in 2 Nichols on Eminent Domain, § 5.72 (Rev. 3d ed. 1963):

"It is well settled that a private easement in real estate is property in the constitutional sense, and may be taken by an exercise of the power of eminent domain. When one parcel of land is subject to an easement in favor of another, and the former or servient tenement is taken for or devoted to a public use which destroys or impairs the enjoyment of the easement, the owner of the latter or dominant tenement is entitled to compensation."

A recent federal case aptly stated that obstruction of a private easement by a governmental body constitutes a "taking of property" without due process of law.

"An easement is an interest in real property. It is expressed not in terms of possession and occupancy but in terms of use. Therefore, the property of the owner of an easement is taken from him not necessarily when the adverse party occupies the land, but only when he prevents or interferes with the owner's use of the easement. When that occurs there has been a taking of property from the owner of the easement just as much as if an adverse party had taken real estate which another owned in fee."

Buckeye Pipe Line Co. v. Keating, 229 F.2d 795 (7th Cir. 1956). In this case the original landowner had granted Buckeye Pipe Line Co. a right-of-way easement for the purpose of laying an oil pipe line beneath the surface of the land. A subsequent landowner and the city proposed to lay a street which would pass over the pipeline. The court held Buckeye's easement was paramount to any later-acquired interest and enjoined the city from constructing the proposed street unless the city paid for encasing and lowering Buckeye's pipeline.

The United States Supreme Court has specifically held that "the police power of a state . . . is subordinate to constitutional limitations" requiring compensation for the taking of property. Panhandle Eastern Pipe Line Co. v. Highway Comm'n., 294 U.S. 613 (1934). In this case the Kansas Highway Commission, without compensation proceedings of eminent domain, and incident to relocation of a highway across Panhandle's pipeline easement, ordered Panhandle to make specified changes in their pipeline. The Kansas Highway Comm'n had unsuccessfully alleged they were exercising the police power of the state for the purpose of making public travel on the highway safe. Similarly, in United States v. Welch, 217 U.S. 333 (1910) (Holmes, J.), the Court held the plaintiff was entitled to compensation from the government for extinguishing his right-of-way easement by flooding due to construction of a federal dam.

Minnesota cases holding taking of an easement to be compensable are:

- (1) Adams v. Chicago, B., & No. R.R., 39 Minn. 286 (1888). City appropriated a public street to use as a railroad right-of-way and thereby interfered with plaintiff's enjoyment of his access easement to the public street.

"All property, whatever its character comes within [the protection of the constitutional provision prohibiting the taking of private property for public use without just compensation]. It is hardly necessary to say that any right or interest in land in the nature of an easement is property. . . . If a man is deprived of his property for the purpose of any enterprise of public use, it must be a taking, even though the right of which he is deprived is not and cannot be employed in the public use. . . . If A has, as appurtenant to his lot, an easement for right of way over the adjoining land, and such adjoining land is taken for railroad purposes, the company does not and cannot succeed to the easement. But it may destroy or materially impair it by rendering it impossible for the owner of it to enjoy it to the full extent that he

is entitled to. Such destruction or impairment is within the meaning of the word 'taken' as used in the constitution, as fully as is the depriving the owner of the possession and use of his corporeal property."

(2) Burnquist v. Cook, 220 Minn. 48, 19 N.W.2d 394 (1945). Incident to establishing a "free-way" highway, the state extinguished abutting property owner's easement of access.

"E/minent domain permits not only the taking of easements in land, including the right of access, but that, if properly exercised and upon payment of proper compensation, it permits the complete vacation of roads and streets which in many instances deprive the landowner of his easement of access thereto.

". . . The abutting owner has a proprietary right, or easement, of access in the street along his property, which is subordinate to the right of the state or of a city or town in and to said street, so that the municipality may destroy the right by vacating the street, or it or the state may substantially impair or interfere with that access or right of access by improving the street for the better service or safety of the public, but in either event compensation must be made to the abutting property owner for the injury sustained by him." (emphasis added)

(3) Northern Nat'l. Gas Co. v. Blue Earth County, 233 Minn. 274, 47 N.W.2d 106 (1951). Northern had a private pipeline easement over certain land. Blue Earth Co. proposed to establish a drainage ditch which crossed said pipeline easement, and was deeper than the buried depth of the pipeline-- thus necessitating alteration of the pipeline at points of intersection between it and the proposed ditch. Blue Earth County alleged that under its "police power" it would not have to compensate Northern for the alteration to its pipelines. The court held this was a "taking of property" for public use and thus required compensation to Northern under the county's power of eminent domain.

"I/t is immaterial that, from the standpoint of public health, the police power justifies the drainage. The property is taken or damaged, not by the police power, but by that of eminent domain. Hence, the right to compensation is absolute."

Accord on similar facts: In re Town Ditch No. 1, 208 Minn. 566, 295 N.W. 49 (1940).

(4) Burger v. City of St. Paul, 241 Minn. 285, 64 N.W.2d 73 (1954). "It is settled law in Minnesota that easements, whether in the nature of a right of way, a restrictive covenant, or a negative or equitable easement, are property within the meaning of the Minnesota constitution and cannot be taken without compensation or be removed by mere zoning under the police power."

The above cases have uniformly held, since 1888, that private easements are compensable even though allegedly taken by the "police power" of a governmental unit. Thus, the Pearce sisters are clearly entitled to compensation under eminent domain proceedings if Edina desires to continue its obstruction of their access to York Ave.

MEASURE OF DAMAGES

In situations similar to the instant case, the common method of measuring damages upon condemnation of an easement is to determine the difference in value of the dominant tenement (the Pearce sisters' outlots) with and without the easement. Under such a standard Edina would probably be liable to the Pearce sisters for the additional cost of constructing a road from Xerxes Ave. to the north end of the Pearce sisters' "outlots." A complete discussion of the measure of damages for the "taking" of easements can be found in Aigler, Measure of Compensation for Extinguishment of Easement by Condemnation, 1945 Wis. L. Rev. 5.

QUESTION THREE

Aside from the curb obstruction, is Edina liable to the Pearce sisters for constructing a public road over part of their easement?

DISCUSSION

As long as Edina doesn't "unreasonably interfere" with the Pearce sisters' enjoyment of their easement, it is not liable for paving or otherwise improving the surface of said easement. There is nothing in the easement reserved by the Pearce sisters that makes it an "exclusive" easement. And the law presumes a non-exclusive easement in the absence of language indicating otherwise. See Thompson v. Germania Life Ins. Co., 97 Minn. 89, 106 N.W. 102 (1906). Numerous decisions expressly holding that "no intention to convey an exclusive easement will be presumed in the absence of a clear indication of such intention" can be found under the West Digest System Key No. Easements, 52. See, e.g., Holbrook v. Telesio, 37 Cal. Rptr. 153 (1964), and Wiggins v. Lykes Bros. Inc., 97 So. 2d 273 (Fla. 1957).

QUESTION FOUR

If Edina expends money for either (1) removal of the curb obstruction, or (2) compensation for damages for a taking of the Pearce sisters' easement, will the Normandale Corp., under their easement agreement with Edina, be liable to Edina for such expenditures?

DISCUSSION

Unless Normandale granted Edina an exclusive easement or otherwise covenanted that Edina's easement was free of any other encumbrances, it is not liable to Edina. The owner of land has the right to use the land in any

way not inconsistent with an existing easement. See Giles v. Luker, 215 Minn. 256, 260, 9 N.W.2d 716 (1943). There was nothing inconsistent or improper when Normandale granted a concurrent easement with that already held by the Pearce sisters.

The relationship between the easement holder and the landowner is aptly stated in Central Kentucky Nat'l. Gas Co. v. Huls, 241 S.W.2d 986, 987, 28 A.L.R.2d 621 (Ky. 1951).

"Under the . . . [right of way easement] . . . the dominant and servient owners have correlative rights. The dominant owner [Pearce sisters] has the . . . right of access to . . . make such use of the easement as is reasonable, but with as little burden on the servient estate as the nature of the easement and the object will permit. It is not meant that he shall have exclusive control of the right of way. On the other hand the servient owner [Normandale] has the right to use the land in any way not inconsistent with the rights granted under the easement or which do not become an encroachment upon or interference with the means and facilities the owner of the easement may lawfully use."

No Minnesota cases could be found involving concurrent easements over the same ground. There are, however, a few out-of-state decisions. The leading case seems to be Pasadena v. California-Michigan Land & Water Co., 17 Cal. 2d 576, 110 P.2d 983, 133 A.L.R. 1186 (1941). In that case two water companies are the plaintiff and defendant. A landowner granted the plaintiff company a right-of-way easement for the purpose of laying its water pipe across his property. Later this same landowner also granted defendant company a similar easement across the same right-of-way. Plaintiff company contended the easement granted to defendant company was an unreasonable interference with its prior and paramount easement. The court held the

landowner properly granted the second easement, subject to the limitation such second easement did not unreasonably interfere with plaintiff's prior easement.

"The general rule is clearly established that, despite the granting of an easement, the owner of the servient tenement may make any use of the land that does not interfere unreasonably with the easement. . . . Furthermore, since he retains the right to use the land reasonably himself, he retains also the power to transfer these rights to third persons."

For other cases on point involving concurrent easements, see Annot. 133 A.L.R. 1200 (1941). A couple of recent cases holding the servient owner can grant additional easements over an existing right-of-way easement are Hammett v. Rosensohn, 45 N.J.Super. 527, 135 A2d 6 (1957), and Holbrook v. Telesio, 37 Cal. Rptr. 153 (1964).

CONCLUSION

The Village of Edina can deny the Pearce sisters their access to York Ave. only if they compensate the Pearce sisters under the municipal power of eminent domain. If Edina fails to so compensate, the Pearce sisters can obtain a mandatory injunction to require Edina to remove the curb obstruction.

Since the Pearce sisters' easement is non-exclusive, neither Edina nor Normandale is liable for paving or otherwise improving the road absent any "unreasonable interference" with the access to York Ave.

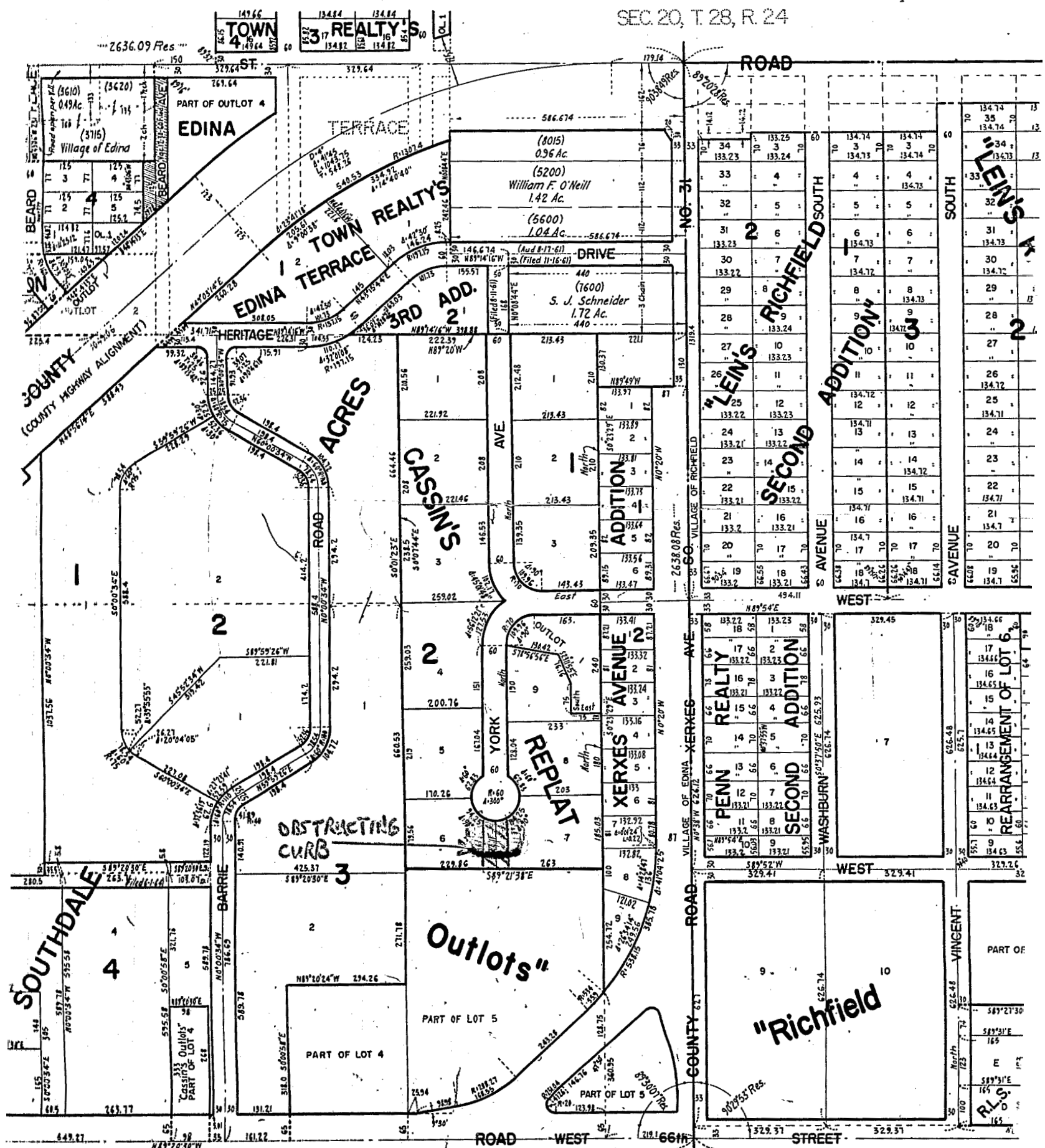
Unless Normandale granted Edina an exclusive easement, it will not be liable to Edina for either (1) expenditures for removal of the curb, or (2) compensation paid to the Pearce sisters for a "taking" of their access.

R. O. K.
9/8/65

ROK

N. 1/2 SEC. 29, T. 28, R. 24

SEC. 20, T. 28, R. 24



PEARCE EASEMENT -

EDINA'S EASEMENT -

EASEMENT FOR PUBLIC ROAD PURPOSES

THIS INSTRUMENT, Made this 8th day of July 1965, by
and between The Normandale Corporation

a corporation under the laws of the State of Minnesota, party of the first
part, and the Village of Edina, a municipal corporation organized under the
laws of the State of Minnesota, party of the second part;

WITNESSETH, That the said party of the first part, in consideration
of One and no/100 Dollars (\$1.00), to it in hand paid by the said party of the
second part, the receipt whereof is hereby acknowledged, does Grant, Bargain,
Sell, Convey, and Warrant to said party of the second part an Easement in per-
petuity for public road purposes in, under, and over the following described
property situate in the County of Hennepin and State of Minnesota, to-wit:

That part of Lot 4, Block 2, Cassin's Replat described as follows:
Commencing at the Northeast corner of said Lot 4; thence Westerly
along the North line of said Lot 4 a distance of forty-five (45)
feet; thence South at right angles to said North line to the East
line of said Lot 4; thence Northeasterly along the East line of
said Lot 4, to point of beginning.

This instrument is exempt from State Deed Tax

TRANSFER ENTERED
AUG 26 1965
ROBERT F. FITZSIMMONS, AUDITOR
HENNEPIN COUNTY, MINN.
BY J. J. Carroll DEPUTY

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its _____ President and its Secretary and its corporate seal to be hereunto affixed the day and year first above written.

THE NORMANDALE CORPORATION

In Presence of:

Dorothy M. Furney
Helmut M. Kergel

By Roy H. Peterson
Roy H. Peterson
Its _____ President

Ingeborg M. Peterson
Ingeborg M. Peterson
Its Secretary

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

On this 8th day of July, 19 65, before me, a Notary Public, within and for said County, personally appeared Roy H. Peterson and Ingeborg M. Peterson, to me personally known, who, being each by me duly sworn, did say that they are respectively the _____ President and the Secretary of the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Roy H. Peterson and Ingeborg M. Peterson acknowledged said instrument to be the free act and deed of said corporation;

(Notarial Seal)

Dorothy M. Furney

DOROTHY M. FURNEY,
Notary Public, Hennepin County, Minn.
My Commission Expires Mar. 13, 1970.

3560266

**Duplicate.
Filing
Certificate
25 Cents**

OFFICE OF REGISTER OF DEEDS
STATE OF MINNESOTA

COUNTY OF HENNEPIN

I hereby certify that the within instrument
was filed for record in this office on the
2 day of SEP 4. D. 1965 at 9:30
o'clock A.M., and was duly recorded in book
of page

Bert H. Allison

REGISTER OF DEEDS

By *Earl Hous*
DEPUTY REGISTER OF DEEDS

B-348

7/16

EASEMENT FOR PUBLIC ROAD PURPOSES

THIS INSTRUMENT, Made this 8th day of July 1965, by
and between The Normandale Corporation
a corporation under the laws of the State of Minnesota, party of the first
part, and the Village of Edina, a municipal corporation organized under the
laws of the State of Minnesota, party of the second part;

WITNESSETH, That the said party of the first part, in consideration
of One and no/100 Dollars (\$1.00), to it in hand paid by the said party of the
second part, the receipt whereof is hereby acknowledged, does Grant, Bargain,
Sell, Convey, and Warrant to said party of the second part an Easement in per-
petuity for public road purposes in, under, and over the following described
property situate in the County of Hennepin and State of Minnesota, to-wit:

**All that portion of Lot 7, Block 2, as platted in Cassin's Replat,
which falls within a circular arc with a radius of sixty (60)
feet and a center radius point located on the west line of said
Lot 7, which point is eighty-two and eleven hundredths (82.11)
feet north of the southwest corner of said Lot 7.**

This instrument is exempt from State Deed Tax

TRANSFER ENTERED

AUG 26 1965

ROBERT F. FITZSIMMONS, AUDITOR
HENNEPIN COUNTY, MINN.

BY J. J. Scott DEPUTY

THE NORMANDALE CORPORATION

By

~~Roy~~ H. Peterson

Its President

Dorothy Luning

Alex M. Stangel

Ingeborg M. Peterson

Its Secretary

On this 8th day of July, 1965, before me, a Notary Public, within and for said County, personally appeared Roy H. Peterson and Ingeborg M. Peterson, to me personally known, who, being each by me duly sworn, did say that they are respectively the _____ President and the Secretary of the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Roy H. Peterson and Ingeborg M. Peterson acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Dorothy M. Lawrence

DOROTHY M. FURNEY,
Notary Public, Hennepin County, Minn.
My Commission Expires Mar. 13, 1970.

3560267

Duplicate
Filing
Certificate
25 Cents

OFFICE OF REGISTER OF DEEDS
STATE OF MINNESOTA
COUNTY OF HENNEPIN

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of page

Bent J. Allison

REGISTER OF DEEDS

By *Earl Hanson*
DEPUTY REGISTER OF DEEDS

Bk 346
7/1/65

EASEMENT FOR PUBLIC ROAD PURPOSES

THIS INSTRUMENT, Made this 8th day of July 19 65, by
and between The Normandale Corporation

a corporation under the laws of the State of Minnesota, party of the first
part, and the Village of Edina, a municipal corporation organized under the
laws of the State of Minnesota, party of the second part;

WITNESSETH, That the said party of the first part, in consideration
of One and no/100 Dollars (\$1.00), to it in hand paid by the said party of the
second part, the receipt whereof is hereby acknowledged, does Grant, Bargain,
Sell, Convey, and Warrant to said party of the second part an Easement in per-
petuity for public road purposes in, under, and over the following described
property situate in the County of Hennepin and State of Minnesota, to-wit:

That part of Lot 3, Block 2, Cassin's Replat described as follows:
Commencing at the Southeast corner of said Lot 3; thence Westerly
along the South line of Lot 3 a distance of thirty-five (35) feet;
thence North at right angles to said South line to the East line
of said Lot 3; thence Southeasterly along the East line of said
Lot 3 to the point of beginning.

This instrument is exempt from State Dead Tax

TRANSFER ENTERED
AUG 26 1965
ROBERT F. FITZSIMMONS, AUDITOR
HENNEPIN COUNTY, MINN.
BY J. K. Corl DEPUTY

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its _____ President and its _____ Secretary and its corporate seal to be hereunto affixed the day and year first above written.

THE NORMANDALE CORPORATION

In Presence of:

Dorothy M. Furney
Helene M. Veigel

By

Roy H. Peterson
Its _____ President

Ingeborg M. Peterson
Its _____ Secretary

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

On this 8th day of July, 1965, before me, a Notary Public, within and for said County, personally appeared Roy H. Peterson and Ingeborg M. Peterson, to me personally known, who, being each by me duly sworn, did say that they are respectively the _____ President and the _____ Secretary of the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Roy H. Peterson and Ingeborg M. Peterson acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Dorothy M. Furney

DOROTHY M. FURNEY,
Notary Public, Hennepin County, Minn.
My Commission Expires Mar. 13, 1970.

3560265

Duplicate.
Filing
Certificate
25 Cents

OFFICE OF REGISTER OF DEEDS
STATE OF MINNESOTA
COUNTY OF HENNEPIN

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of page

Ben H. Allison
REGISTER OF DEEDS

By *Earl Irons*
DEPUTY REGISTER OF DEEDS

Br 348
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EASEMENT FOR PUBLIC ROAD PURPOSES

THIS INSTRUMENT, Made this 8th day of July 1965, by
and between The Normandale Corporation

a corporation under the laws of the State of Minnesota, party of the first
part, and the Village of Edina, a municipal corporation organized under the
laws of the State of Minnesota, party of the second part;

WITNESSETH, That the said party of the first part, in consideration
of One and no/100 Dollars (\$1.00), to it in hand paid by the said party of the
second part, the receipt whereof is hereby acknowledged, does Grant, Bargain,
Sell, Convey, and Warrant to said party of the second part an Easement in per-
petuity for public road purposes in, under, and over the following described
property situate in the County of Hennepin and State of Minnesota, to-wit:

All that portion of Lot 6, Block 2, as platted in Cassin's Replat
which falls within a circular arc with a radius of sixty (60)
feet and a center radius point located on the east line of said
Lot 6, which point is eighty-two and eleven hundredths (82.11)
feet north of the southeast corner of said Lot 6.

This instrument is exempt from State Deed Tax

TRANSFER ENTERED
AUG 26 1965
ROBERT F. FITZSIMMONS, AUDITOR
HENNEPIN COUNTY, MINN.
BY J. J. Seard DEPUTY

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its _____ President and its Secretary and its corporate seal to be hereunto affixed the day and year first above written.

THE NORMANDALE CORPORATION

In Presence of:

Dorothy Furney

Helene M. Stiegel

By

Roy H. Peterson

Roy H. Peterson
Its _____ President

Ingeborg M. Peterson

Ingeborg M. Peterson
Its _____ Secretary

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

On this 8th day of July, 19 65, before me, a Notary Public, within and for said County, personally appeared Roy H. Peterson and Ingeborg M. Peterson, to me personally known, who, being each by me duly sworn, did say that they are respectively the _____ President and the Secretary of the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Roy H. Peterson and Ingeborg M. Peterson acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Dorothy M. Furney

DOROTHY M. FURNEY,
Notary Public, Hennepin County, Minn.
My Commission Expires Mar. 13, 1970.

3560268

**Duplicate.
Filing
Certificate
25 Cents**

OFFICE OF REGISTER OF DEEDS
STATE OF MINNESOTA

COUNTY OF HENNEPIN

I hereby certify that the within instrument
was filed for record in this on the
2nd day of SEP. A. D. 1965 930
o'clock A.M., and was duly recorded in book
of page

Bert H. Allison

REGISTER OF DEEDS

By

Earl Hous

DEPUTY REGISTER OF DEEDS

Bx 348
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Indenture, Made this April day of 1965,
Katherine Elizabeth Pearce and Marie Elizabeth Pearce,
 both single,

of the County of Cook and State of Illinois,
 parties of the first part, and The Normandale Corporation,
 a corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of ONE
DOLLAR AND OTHER VALUABLE CONSIDERATION - - - - - ~~DOLLARS~~
 to them in hand paid by the said party of the second part, the receipt whereof is hereby
 acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said party of the second part,
 its successors and assigns, Forever, all the tract or parcel of land lying and being in the County
 of Hennepin and State of Minnesota, described as follows, to-wit:

**Lots Three (3) through Lot Nine (9), inclusive, all in Block Two (2) and Outlot
 One (1), Cassin's Replat, according to the map or plat thereof on file or of
 record in the office of the Register of Deeds in and for Hennepin County, Minnesota.**

Parties of the first part reserve an easement over a strip 50 feet in width extend-
 ing from the South line of Cassin's Replat to the Southerly portion of the turnaround
 adjoining Lots 6 and 7 in Block 2 of said Replat and being 25 feet on each side of
 the line between said Lots 6 and 7. Said easement shall be for ingress and egress
 to and from the South 665 feet of Lot 5, Cassin's Outlots by foot or vehicle and
 shall be for the benefit of said South 665 feet of Lot 5. Said easement shall term-
 inate unless first parties notify second party in writing within thirty days after
 sale of said South 665 feet of Lot 5 of the intention to retain the easement.

State deed tax due hereon - \$94.05.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances
 thereunto belonging or in anywise appertaining, to the said party of the second part, its successors and
 assigns, Forever. And the said

parties of the first part, for themselves, their heirs, executors and administrators, do
 covenant with the said party of the second part, its successors and assigns, that they are well
 seized in fee of the lands and premises aforesaid, and have good right to sell and convey the same in
 manner and form aforesaid, and that the same are free from all incumbrances, except

- (a) Building regulations, zoning laws, ordinances, State and Federal regulations;
- (b) Restrictions relating to use or improvement of premises not subject to unreleased forfeiture;
- (c) Reservation of any minerals or mineral rights to the State of Minnesota;
- (d) Utility easements;
- (e) 1965 taxes and installments of special assessments payable therewith and thereafter;

~~Witnesseth, That the said parties of the first part, in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Hennepin and State of Minnesota, described as follows, to-wit:~~

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrance hereinbefore mentioned, the said parties of the first part will Warrant and Defend.

In Testimony Whereof, The said parties of the first part have hereunto set their hand the day and year first above written.

In Presence of

Katherine Elizabeth Pearce

Marie Elizabeth Pearce

DORSEY, OWEN, MARQUART, WINDHORST & WEST
FIRST NATIONAL BANK BUILDING
MINNEAPOLIS

September 28, 1965

Mr. George C. Hite
Village of Edina
4801 West 50th Street
Edina, Minnesota 55424

Re: Reservation of Easement by
Pearce Sisters in Cassin's Replat

Dear Mr. Hite:

I am enclosing herewith in two copies proposed preambles and resolution covering the request made by George Maloney, the attorney for the Pearce sisters, concerning which I wrote you last on September 21st. The enclosed form has been approved by Mr. Maloney and if agreeable with you, would you please fill in the date of the grants by The Normandale Corporation to the Village and give it to Mrs. Hallberg so that she can include it on the Agenda for the 4th of October.

The Council indicated at its last meeting that they would like to know what the attitude of The Normandale Corporation is to saving the Village harmless as to any costs incurred by the Village because of the failure to notify the Village of the existence of the reservation of the easement by the Pearce sisters. Some consideration, I believe, should be given to including within the scope of such agreement any costs incurred by the Village for condemning the easement reserved by the Pearce sisters. Since you have been closer to this situation than I, I thought you would rather make the first overture along these lines.

Very truly yours,



William A. Whitlock

WAW:mk
Encls.

cc: Mrs. Florence Hallberg ✓

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RESOLUTION

WHEREAS, it has been called to the Council's attention that the easement for road purposes granted to the Village by The Hammond Corporation under grants dated _____ covering portions of Lots 6 and 7, in Block Six (II), Hamden's Replat, was subject to a prior easement for easements and access by road or vehicle, reserved by deed dated April 7, 1935, whereby Katherine Elizabeth Deane and Marie Elizabeth Deane conveyed land, including said Lots 6 and 7, to said The Hammond Corporation, which deed was recorded on April 6, 1935, in Book 1112 of Deeds at page 573 in the office of the Register of Deeds of Hampshire County; and

WHEREAS, the Council has been advised by the Village Attorney that the easement reserved by said grants to The Hammond Corporation is superior to the easement granted to the Village and that as long as said easement is retained by said grantors and their successors and assigns the Village is liable to remove, at its expense to the holder of such easement, the curb which the Village has constructed on said Avenue which obstructs said easement; and

WHEREAS, the said parties do not at the present time demand that such curb be removed but only that they be given assurance that the Village recognizes the right to demand removal of such curb obstruction on their part and on the part of their successors and assigns.

NOW, THEREFORE, BE IT RESOLVED, That the Council hereby recognizes that the said easement reserved by Katherine Elizabeth Deane and

Maria Elizabeth Pearce is assigned to the said easement granted to the Village and that so long as said easement is retained by the said Katherine Elizabeth Pearce and Maria Elizabeth Pearce and their successors and assigns the Village will remove, within a reasonable time after each annual, the curb on York Avenue which obstructs said easement, but that nothing herein contained shall be deemed to constitute a covenant not to acquire or interfere with the right to acquire said easement by condemnation or otherwise.

DORSEY, OWEN, MARQUART, WINDHORST & WEST
FIRST NATIONAL BANK BUILDING
MINNEAPOLIS

September 7, 1965

Mr. George Maloney
Maloney, Curran & Olson
Attorneys at Law
First National Bank Building
Minneapolis, Minnesota 55408

Dear Mr. Maloney:

With respect to the storm sewer easement covering the district lying immediately to the north of the property belonging to the Pearce sisters on West 50th Street near Xerxes Avenue in the Village of Edina, I am advised that such property which belongs to the Pearce sisters is not within such storm sewer district. I do not have at the present time a legal description of the property belonging to the Pearce sisters but it is that tract of land which lies immediately to the south of the cul-de-sac on York Avenue near a line formed by the extension of West 50th Street.

The Council continued to the September 7th meeting questions posed by the Village's acceptance of a road easement and the building of a road thereon on a piece of property which was subject to an easement in favor of the Pearce sisters. I have not completed my legal research on this question and since both you and I will be out of town on the September 7th meeting, the Clerk has advised me that this matter has been continued to the next regular meeting of the Village Council on either the 20th or 27th of September. When the day has been set for this hearing I will let you know.

Very truly yours,

William A. Whitlock

William A. Whitlock

WAW:sk

cc: Mr. George G. Hite
Mrs. Florence Hallberg

C
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P
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VILLAGE OF EDINA
4801 W. 50th ST.
Edina, Minnesota

July 13, 1965

The Edina Village Council will meet at the Edina Village Hall, 4801 W. 50th Street, on Monday, August 2, 1965, at 7:00 P.M. to consider the proposed vacation of a portion of York Avenue, described as follows:

That portion of the York Avenue cul-de-sac as platted in Cassin's Replat which is inclosed by the following description, except the center 60' as extended southerly by projecting the existing right-of-way of York Avenue which lies north of the area to be described south through the area to be described.

Commencing at a point on the north line of Lot 7, Block 2, Cassin's Replat 203' west of the northeast corner of said Lot 7, thence on a circle of radius 60' which has its center point at the intersection of the centerline of York Avenue and the north line of said Lot 7 extended, thence on a complete circle ending at the point of beginning.

All objections and recommendations will be heard at said Hearing.

BY ORDER OF THE VILLAGE COUNCIL.

FLORENCE B. HALLBERG
Village Clerk

9

VILLAGE OF EDINA
4801 W. 50th ST.

AFFIDAVIT OF PUBLICATION

Edina-Morningside Courier

12 Suburban Square

Hopkins, Minnesota

State of Minnesota }
County of Hennepin } SS.

JOHN E. TILTON, being duly sworn, on oath says: that he now is and during all the time here-

in stated has been JOHN E. TILTON, the publisher and printer... of the newspaper as The Edina-Morningside Courier, and has full knowledge of the facts herein stated.

That for more than one year immediately prior to the publication therein of the printed

Notice of Hearing

hereto attached, said newspaper was printed and published in the English language from its known office of publication within the County of Hennepin, State of Minnesota, on Thursday of each week in column and sheet form equivalent in space to 450 running inches of single column two inches wide; has been issued from a known office established in said place of publication equipped with skilled workmen and the necessary material for preparing and printing the same: THE EDINA-MORNINGSIDE COURIER has had in its makeup not less than twenty-five percent of its news column devoted to local news of interest to said community it purports to serve, the press work of which has been done in its said known place of publication; has contained general news, comments and miscellany; has not duplicated any other publication; has not been entirely made up of patents, plate matter and advertisements; has been circulated at and near its said place of publication to the extent of 240 copies regularly delivered to paying subscribers; has been entered as second class mail matter in local post office of its said place of publication; that there has been on file in the office of the County Auditor of said county the affidavit of a person having first hand knowledge of the facts constituting its qualifications as a newspaper for publication of legal notices; and that its publishers have complied with all demands of said County Auditor for proofs of its said qualification. A copy of each issue has been filed with the State Historical Society, St. Paul.

That the printed..... Notice of Hearing

hereto attached as a part hereof was cut from the columns of said newspaper; was published

therein in the English language once a week for.....two.....successive weeks; that it was

first so published on the15..... day of.....July....., 19 65..... and

thereafter on.....Thursday..... of each week to and including the22.....

day ofJuly....., 19 65.....; and that the following is a copy of the lower case

alphabet which is acknowledged to have been the size and kind of type used in the publica-

tion of said Notice of Hearing

abcdefghijklmnopqrstuvwxyz

John E. Tilton
Publisher

Subscribed and sworn to before me this22..... day of.....July....., 19 65.

Alice F. Nelson
Alice F. Nelson, Notary Public, Hennepin County, Minn.

My Commission Expires December 26, 1966

(Official Publication)
VILLAGE OF EDINA
4801 W. 50th St.
Edina, Minnesota
July 13, 1965

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All objections and recommendations will be heard at said Hearing.

BY ORDER OF THE VILLAGE Council

FLORENCE B. HALLBERG
Village Clerk
(July 15, 22, 1965)—C-2A-10C

AFFIDAVIT OF PUBLICATION

Edina-Morningside Courier

12 Suburban Square

Hopkins, Minnesota

State of Minnesota }
County of Hennepin } SS.

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in stated has been JOHN E. TILTON, the publisher and printer... of the newspaper as The Edina-Morningside Courier, and has full knowledge of the facts herein stated.

That for more than one year immediately prior to the publication therein of the printed

Notice of Hearing

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therein in the English language once a week for... two... successive weeks; that it was

first so published on the... 15... day of... July... , 1965... and

thereafter on... Thursday... of each week to and including the... 22... day of... July... , 1965... ; and that the following is a copy of the lower case

alphabet which is acknowledged to have been the size and kind of type used in the publica-

tion of said... Notice of Hearing

abcdefghijklmnopqrstuvwxyz

John E. Tilton
Publisher

Subscribed and sworn to before me this... 22... day of... July... , 19 65.

Alice J. Nelson
Alice J. Nelson, Notary Public, Hennepin County, Minn.

My Commission Expires December 26, 1966

(Official Publication)
VILLAGE OF EDINA
4801 W. 50th St.
Edina, Minnesota
July 13, 1965

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All objections and recommendations will be heard at said Hearing.

BY ORDER OF THE VILLAGE Council.

FLORENCE B. HALLBERG
Village Clerk
(July 15, 22, 1965)-C-2A-10C

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.
VILLAGE OF EDINA)

CERTIFICATE OF
POSTING NOTICE

I, the undersigned, duly appointed and acting Police Patrolman for the Village of Edina, County of Hennepin, State of Minnesota, do hereby certify that I have, this date, posted copies of the attached and foregoing

NOTICE OF PUBLIC HEARING ON STREET VACATION OF PORTION OF YORK AVENUE.
on three official Village Bulletin Boards, as follows: 1. Village Hall, 4801 W. 50th St. 2. W. 56th Street and Kerns Avenue. 3. W. 70th Street and Cahill Road.

DATED

July 13th 1965

SIGNED

Hilding Dahl
Police Patrolman

Signed and sworn to before me, a Notary Public in and for Hennepin County, Minnesota, this, the 13th day of July, 1965.

Glenn B. Hallberg

VILLAGE OF EDINA
4801 W. 50th ST.
Edina, Minnesota

July 13, 1965

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BY ORDER OF THE VILLAGE COUNCIL.

FLORENCE E. HALLBERG
Village Clerk

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.
VILLAGE OF EDINA)

CERTIFICATE OF
MAILING NOTICE

I, the undersigned, being the duly qualified and acting Village Clerk of the Village of Edina, Minnesota, hereby certify that on the following date July 16, 1965, acting on behalf of said Village, I deposited in the United States mail copies of the attached

NOTICE OF PUBLIC HEARING ON STREET VACATION OF PORTION OF YORK AVENUE (Exhibit A), enclosed in sealed envelopes, with postage thereon duly prepaid, addressed to the persons at the addresses as shown on the mailing list (Exhibit B) attached to the original hereof, which list is on file in my office, said persons being those appearing on the records of the County Auditor as owners of the property listed opposite their respective names, as of a date days prior to the date of the hearing; and that I also sent said notice to the following corporations at the indicated addresses whose property is exempt from taxation and is therefore not carried on the records of said County Auditor.

Name

Address

_____	_____
_____	_____
_____	_____

WITNESS my hand and the seal of said Village this 16th day of July, 1965.

Lawrence B. Hallberg
Edina Village Clerk

VILLAGE OF EDINA
4801 W. 50th ST.
Edina, Minnesota

July 13, 1965

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All objections and recommendations will be heard at said Hearing.

BY ORDER OF THE VILLAGE COUNCIL.

FLORENCE B. HALLBERG
Village Clerk

Mailing List
Street Vacation - York Ave.
Cul-de-Sac.

Cassin's
Block 2

Replat

Lat	5	{	K. E. France - Curtis Hotel
	6		3000 Sheridan Ave.
			Chicago 14
	7	{	Roy Peterson - Normandale Corp.
	8		7100 France Ave. S.

N. S. P

Newbell
Mpls Gas Co.

VACATE

That portion of ~~York Ave~~ the
York Ave. cul-de-sac ^{AS PLATTED IN}
which is enclosed by the
following description except the
center 60' as extended southerly
by projecting the existing right-
of-way of York Ave which lies
north of the area to be described
south through the area to
be described.

CASSIN'S REPORT

Commencing at a point on the ^{Cassin's Report}
north line of Lot 7 Block 2 ^{203'}
west of the northeast corner of
said lot 7, thence on a circle
of radius 60' which has its center point at
the intersection of the centerline
of York Ave and the north line
of said lot 7 extended, thence
on a complete circle ~~ending the~~
ending at the point of beginning.

ROTH: WILL YOU TALK THE NECESSARY
STEPS TO GET THIS ON THE
AGENDA?
THANKS.
SEE ROY PETERSEN'S LETTER
THIS

(OFFICIAL PUBLICATION)

VILLAGE OF EDINA
4801 W. 50th ST.
Edina, Minnesota

July 13, 1965

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BY ORDER OF THE VILLAGE COUNCIL.

FLORENCE B. HALLBERG
Village Clerk

Please publish in the Edina-Morningside Courier July 15 and 22, 1965.
Please send us two (2) Affidavits of Publication.
Please send us ten (10) clippings.

TAXES PAYABLE IN 1912
ON WITHIN DESCRIBED
PROPERTY ARE PAID

CASSIN'S REPLAT

HENNEPIN COUNTY, MINNESOTA

TOWN REALTY'S EDINA
TERRACE 3RD ADD.
BLOCK 2

ACRES

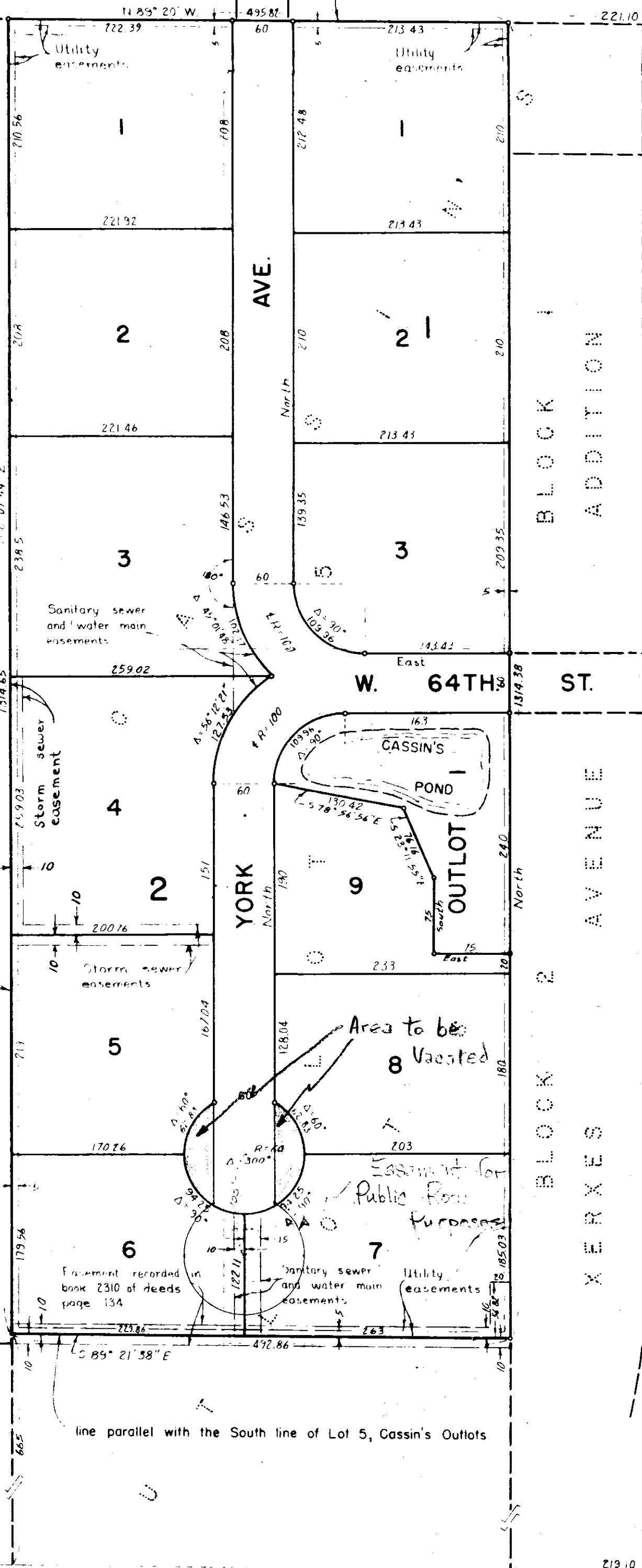
SOUTHDALE

BLOCK 3,

LOT 2

LOT 1

West line of Lot 5, Cassin's Outlots



South line of the NW 1/4 of Sec. 29, T. 28, R. 24

South line of Lot 5, Cassin's Outlots

Know all men by these presents: that Katherine Elizabeth Fearce, single corporation organized and existing under the laws of the State of Minnesota of Hennepin, State of Minnesota:

That part of lot 5, Cassin's Outlots lying west of a line beginning at thereof and running Northerly to a point on the North line of said Lot North of a line 665 feet North of and parallel with the South line of

Have caused the same to be surveyed and platted as CASSIN'S REPLAT and on the annexed plat, also subject to the easements as shown on the annexed

In witness whereof we have hereunto set our hands and affixed our seal to be signed by its proper officers and its corporate seal to be hereunto

in presence of
John H. Reinhardt
David M. Lunnay
signed
Katherine Elizabeth Fearce
Katherine Elizabeth Fearce
Marie Elizabeth Fearce
Marie Elizabeth Fearce

The Norrandale Corporation,
David E. Reinhardt
David M. Lunnay
George M. Peterson
Roy A. Peterson, President
George M. Peterson, Secretary

SCALE 1" = 100'

"o" Denotes iron monument
Bearings are assumed

TOWN REALTY'S EDINA
TERRACE 3RD ADD.
BLOCK 2

TAXES PAYABLE IN 19
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CASSIN'S REPL

HENNEPIN COUNTY, MINNESOTA

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County of Hennepin, State of Minnesota:

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on the annexed plat, also subject to the easement

In witness whereof we have hereunto set our hands
be signed by its proper officers and its corporat

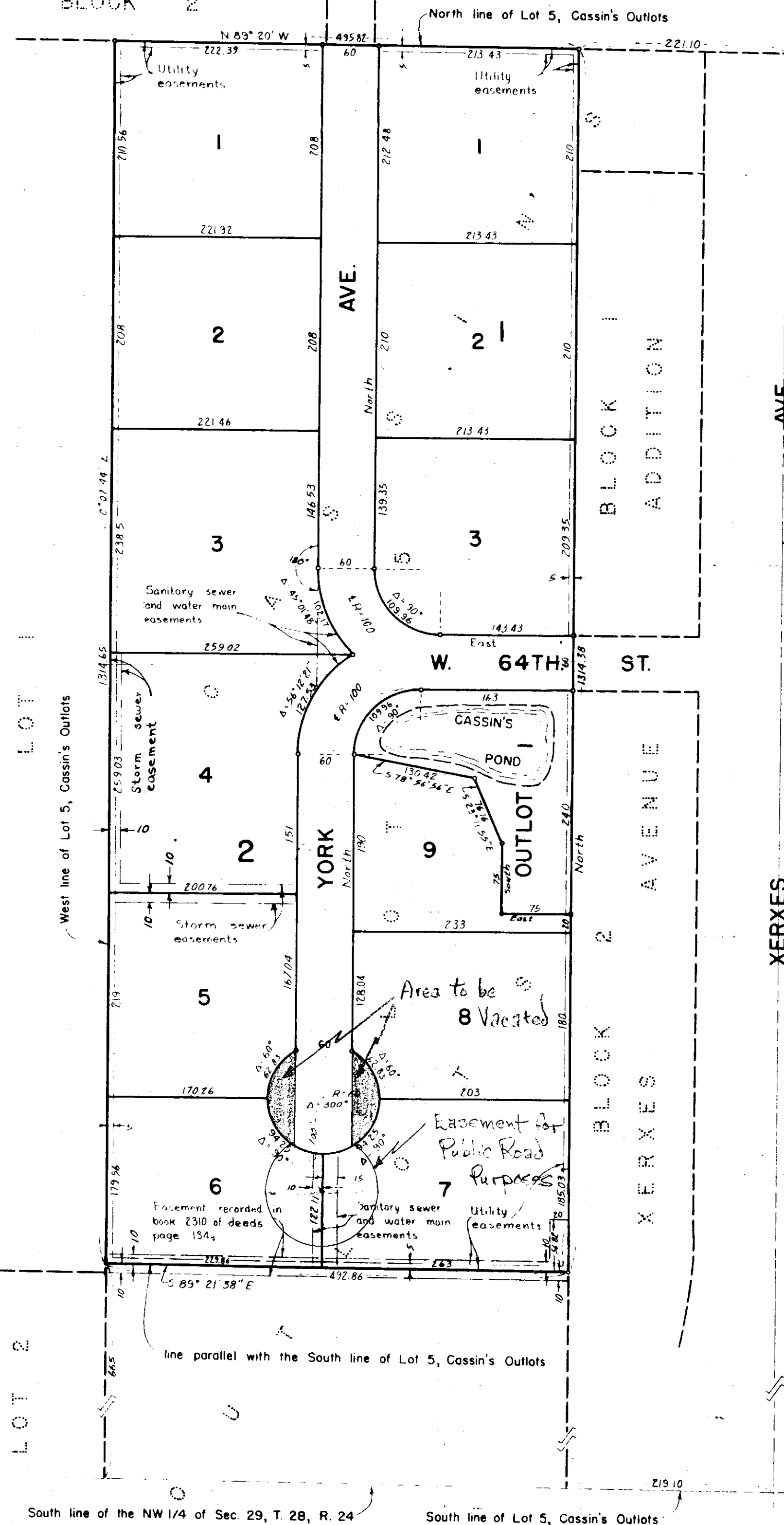
In presence of

John D. Dabney *Katherine E. Bell*
Sharon Bell *Marie Elizabeth*

David E. Reinhardt
Dorothy M. Stoney

The No
9
Aug

3, SOUTHDALE ACRES



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Village Clerk

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BY ORDER OF THE VILLAGE
Council.

FLORENCE B. HALLBERG
Village Clerk

(July 15, 22, 1965)—C-2A-10C

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